

OFFICIAL GAZETTE



GOVERNMENT OF GOA

NOTE: There is one Extraordinary issue to the Official Gazette Series II No. 42 dated 14-1-99 namely Extraordinary dated 18-1-99 from pages 633 to 634 regarding Notification /Corrigendum from Department of Revenue.

GOVERNMENT OF GOA

Department of Agriculture

Notification

No. 3/1/PP/6/98-99/D.Agr/251

In exercise of the powers conferred vide clause 20 of the Insecticides Act, 1968 sanction of the Government is hereby conveyed for the appointment of the following Officers in the Directorate of Agriculture, Goa to act as Insecticide Inspectors in the respective areas of jurisdiction as specified hereunder:-

Sr. No.	Designation of the Officers	Area of jurisdiction	Remarks
1	2	3	4
1.	Shri P. N. Shukla, Deputy Director of Agriculture, Directorate of Agriculture, Panaji - Goa.	Entire Goa State	He is also authorised to inspect manufacture of Insecticides.
2.	Shri Nelson X. Figueiredo, Agriculture Officer(PP) Directorate of Agriculture, Panaji - Goa.	Entire Goa State.	He is also authorised to inspect manufacture of Insecticides.
3.	Zonal Agricultural Officer, Pernem - Goa.	Taluka of Pernem.	—
4.	Zonal Agricultural Officer, Mapusa - Goa.	Taluka of Bardez.	—
5.	Zonal Agricultural Officer, Bicholim - Goa.	Taluka of Bicholim.	—
6.	Zonal Agricultural Officer, Satari - Goa.	Taluka of Satari	—
7.	Zonal Agricultural Officer, Tiswadi - Goa.	Taluka of Tiswadi	—
8.	Zonal Agricultural Officer, Ponda - Goa.	Taluka of Ponda.	—

1	2	3	4
9.	Zonal Agricultural Officer, Sanguem - Goa.	Taluka of Sanguem.	—
10.	Zonal Agricultural Officer, Quepem - Goa.	Taluka of Quepem.	—
11.	Zonal Agricultural Officer, Margao - Goa.	Taluka of Salcete & Mormugao.	—
12.	Zonal Agricultural Officer, Canacona - Goa.	Taluka of Canacona.	—

They shall exercise the powers as laid down in clause 21 of the Insecticides Act, 1968 and perform duties as laid down in Rule 27 of the Insecticides Rules, 1971. In addition the Insecticides Inspectors authorised to inspect the manufacture of Insecticides shall also perform duties as specified in Rule 28 of the above Rules.

The appointments shall come into force from the date of publication of this Notification in the Government Gazette.

R. G. Joshi, Director of Agriculture & Ex-Officio Joint Secretary.

Panaji, 4th January, 1999.

Department of Education, Art and Culture

Directorate of Archives, Archaeology and Museum

Order

No. 1/90-91/HA-1660

On the recommendation of the Goa Public Service Commission, Shri Agnelo L. Fernandes, Assistant Archivist Grade II is hereby promoted to the post of Assistant Archivist, Grade I in the Directorate of Archives, Archaeology and Museum with effect from 31-12-1998 in the pay scale of Rs. 5500-175-9000 plus other allowances as admissible from time to time. His pay shall be fixed under F. R. 22(C).

The salary will be debited to the Budget Head as follows:

- 2205 — Art and Culture
- 104 — Archives
- 01 — Archives Department (Non-Plan).
- 01 — Salaries.

The appointment is temporary and he will on probation for a period of two years from the date of his joining this post.

By order and in the name of the Governor of Goa.

Dr. P. P. Shirodkar, Director of Archives, Archaeology & Museum & Ex-Officio Jt. Secretary.

Panaji, 31st December, 1998.

Corrigendum

No. 1/90-91/HA-1665

In the Order No. 1/90-91/HA-1636 dated 29th December, 1998, the line 5, para 1 may be read as follows:

"Group B, Grade II Gazetted Post as Transcriber of Records (Senior) in the "

And the line 13 para 1 as "of Records (Rs. 4500-125-7000) once Smt. Josefina A. T. D'Souza Sapeco".

Dr. P. P. Shirodkar, Director of Archives, Archaeology & Museum & Ex-Officio Joint Secretary.

Panaji, 1st January, 1999.

Directorate of Education

Corrigendum

No. 1-7-97/Bal/DE/AE/636

Ref. Order No. 1-7-97-98/Bal/DE/AE/601 dated 7-12-1998.

Government is pleased to modify the above referred order constituting the Bal Bhavan Board with immediate effect by substituting member at Sr. No. 6 as follows:-

6. Secretary, Kala Academy — Member.

By order and in the name of the Governor of Goa.

Suman Pednekar, Director of Education & Ex-Officio Joint Secretary.

Panaji, 4th January, 1999.

Department of Forest

Notification

No. 2-185-98-FD/4254

In exercise of the powers conferred by sub-section (1), sub-section (1A) and (2) of section 6 of the Wildlife (Protection) Act, 1972 (Central Act 53 of 1972) (hereinafter referred to as the 'said Act'), and in supersession of Government Notification No. 2-105-97-FD/3933 dated 7-11-97 the Government of Goa hereby constitute a Wild-Life Advisory Board consisting of the following members, namely:

1. Shri Pandu Vassu Naik, Minister for Forests — Chairman.
2. Shri Jagdish Acharya, Minister for Sports — Vice-Chairman.
3. Shri Vishnu Prabhu, M. L. A. Savordem — Member.
4. Secretary Forest, Government of Goa — Member.
5. Conservator of Forests and Chief Wildlife Warden — Member.
6. Regional Dy. Director Wildlife Preservation Western Region, Mumbai — Member.
7. Superintendent of Police, Headquarters (Panaji) — Member.
8. Collector, North Goa — Member.
9. Collector of South, Goa — Member.
10. Director of Animal Husbandry — Member.
11. Director of Information, Government of Goa — Member.
12. Commandant of Coast Guard-Goa — Member.
13. Shri Jagdish Wagh, UNI — Member.
14. Shri Filomeno Lopes — Member.
15. Dr. A. G. Untewal, NIO — Member.
16. Dr. Carl D'Souza, Ornithologist — Member.
17. Shri Mahadev Babu Gaonker, Ex-Sarpanch Kotigao, Bhupal Kotigao — Member.
18. Prof. Ramchandra G. Shetkar, Saklolim - Mollem - Goa — Member.
19. Shri Rajesh Gaunkar, Surguli, Satari - Goa — Member.
20. Representative of the WWF — Member.
21. Chief Wildlife Warden, represented by Dy. Conservator of Forests Wild Life — Member Secretary.
22. Representative of Wildlife Institute of India — Member.

The term of office of members of the Board appointed in terms of clause (9) of sub-section (1) of section 6 of the said Act shall be 3 years from the date of their respective appointments.

The non-official members of the Board shall be entitled to such allowances as specified under rule 7 of the Goa, Daman and Diu Wild Life (Protection) Rules, 1971.

By order and in the name of the Governor of Goa.

Richard D'Souza, Conservator of Forests & Addl. Secretary.

Panaji, 16th December, 1998.

Department of Labour

Order

No. 28/19/91-LAB

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

V. G. Manerkar, Under Secretary (Labour).

Panaji, 18th September, 1992.

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(Before Shri M. A. Dhavale, Hon'ble Presiding Officer)

Ref. No. IT/27/91

Shri Manuel N. Abreu

— Workmen/Party I

V/s

M/s Lupin Laboratories Ltd.,
Bombay

— Employer/Party II

Workman represented by Adv. P. J. Kamat.

Employer represented by Adv. M. S. Bandodkar.

Panaji, Dated: 28-8-1992.

AWARD

In exercise of the powers conferred by clause (d) of Sub-Section (1) of Section 10 of the I. D. Act, 1947, the Government of Goa by its order No. 28/19/91-LAB dated 5-6-1991 has referred the following issue for adjudication by this Tribunal.

"Whether the action of the management of M/s Lupin Laboratories Limited, Bombay, in terminating the services of Mr. Manuel N. Abreu, Medical Representative w.e.f. 6-10-89 is legal and justified?"

If not, to what relief the workman is entitled?"

2. On receipt of this reference, a case at No. IT/27/91 was registered and notices were served upon both the parties in response to which, they appeared and submitted their pleadings.

3. The Claim Statement of Party I-Shri Manuel Abreu (hereinafter called as the 'Workman') can be found at Exb. 5 while the Party II-M/s Lupin Laboratories Ltd. (hereinafter called as the 'Employer') has filed its Written Statement at Exb. 6. The workman has also filed a rejoinder at Exb. 7. However, at this stage, it is not necessary for me to state in extenso the rival contentions of the parties to this dispute as disclosed in their pleadings, in as much as, I am mostly concerned at this stage to determine the question of jurisdiction of this Tribunal. Now, the main contention that has been raised by the Employer-Company is that Party I is not workman as defined in

Industrial Disputes Act and secondly this Tribunal has no jurisdiction to decide this reference. On the basis of these contentions I framed the preliminary issues at Exb. 8. However, in order to determine the said issues, a few facts appearing in the pleadings of the parties will have to be stated in brief.

4. Shri Manuel Abreu was appointed as a Medical Representative from 19-6-1986 on probation for a period of one year. He satisfactorily completed the period of probation of one year on 18-6-1987. However, the Employer-Company did not issue any confirmation letter. Hence, the workman claims that he has been confirmed in service w.e.f. 18-6-87. The workman requested the employer to favour him with a letter of confirmation but there was no response. However, to his great surprise, the Employer-Company came with a story that the sale from Goa is poor and hence he intended to close down the operations in Goa for some time. Hence, the Company transferred the services of the workman to Surat Head Quarters under its letter dated 7-10-88. The workman however informed the vice president of the Company that he would go on transfer provided he was re-transferred to Goa on re-starting of the operations in Goa. According to the workman, the Employer did not stop operations in Goa till today. The Company continued to operate in Goa and the workman continued to work in Goa till his services were illegally terminated. When insisted by the workman, he was given a letter of confirmation under which he was confirmed from 1-7-1988. The workman however protested against the Company's attitude in giving him confirmation from 1-7-88 instead of 1-7-87. The Company however replied that the workman was not given confirmation a year earlier on account of poor sales in Goa. According to the workman, the said allegation was not true and was made to victimise him. The workman also informed the employer that on account of the sickness of his mother, he was unable to proceed to Surat at the place of his transfer. The Company then could not go ahead with the transfer of the workman but tried to implicate the workman in one or the other incident to victimise him. On 15-4-89 he was issued a charge sheet in which allegations of misconduct were made. The enquiry was fixed in Bombay. The workman informed the Company that on account of his financial difficulties, he was unable to attend the enquiry in Bombay and instead requested to hold an enquiry in Goa itself. However, the aforesaid request was turned down by the Employer and an ex-parte enquiry was held in Bombay and eventually his services were terminated. Hence, the workman has alleged that the enquiry held against him is not fair and proper and he has further challenged the order of termination passed against him by the Employer.

5. Party II-Employer-Company has filed a very elaborate written Statement in which an attempt has been made to contend that the enquiry held against the workman was perfectly fair and proper and the order of termination is well justified. Apart from this contention, it has been also contended that Party I is not a workman as defined in the Industrial Disputes Act and secondly this Court has no jurisdiction to decide this dispute for the reasons stated in para. 1 (b) of the Written Statement at Exb. 6.

6. Hence, on the aforesaid contentions, I framed the following issues at Exb. 8 which were treated as preliminary issues:

1. Does Party No. II- Management prove that Party I - Shri Manuel N. Abreu, Medical Representative is not a workman as defined in the Industrial Disputes Act?
2. If not, does Party II prove that this Tribunal has no jurisdiction to decide this reference for the reasons stated in para. I (4) of its written statement?

7. My findings on the above issues are as follows for the reasons stated below:

1. Does not survive for consideration.
2. In the affirmative.

REASONS

8. Now, as I have stated earlier, the main contention taken up by the Employer-Company is in regard to the jurisdiction of this Tribunal, and hence if it is held that this Tribunal has no jurisdiction to entertain and decide this reference, it will follow that issue No. 1 as to whether Party I is a workman or not, would not survive for consideration. I mean to say that if I hold that this Tribunal has no jurisdiction to decide this reference, it follows that the finding given on issue No. 1 will have no legal sanctity since, it would be finding of a Court having no jurisdiction. I, therefore proceed to consider the 2nd issue relating to the jurisdiction of this Tribunal.

9. Now, it is a common ground that the Head Office of Party II-M/s Lupin Pharmaceuticals is situated in Bombay. The present workman was appointed as a Medical Representative w.e.f. 18-6-86 and was posted in Goa at Mapusa, Bardez. Thereafter he was transferred/relocated at Surat Head Quarters. Now, it has been contended by Shri P. J. Kamat for the workman that although the order of transfer was issued by the Head Office from Bombay still it was to take effect in Goa and as such a substantial cause of action can be said to have been arisen in Goa and as such the Government of Goa was the Appropriate Government to refer this dispute to this Tribunal. However, at the outset it will have to be stated that there is no substance in the aforesaid submission made by Shri P. J. Kamat for a very patent fact which appears in the contract of service between the parties.

10. The appointment order of the present workman has been produced in this case which lays down several terms and conditions of service. Para 'E' lays down the provisions for "Settlement of Dues". It lays down thus:

"Any dispute which is to be dealt with legally, shall be subject to the jurisdiction of the Courts in Bombay".

Then, at the foot of this appointment order the workman is supposed to sigh in token of being accepted the terms and conditions. In view of the aforesaid condition it has been urged by Shri Bhandodkar for the Employer - Company that both the parties are bound by the aforesaid conditions and hence when the dispute arose between the parties, proper Court for redressing the dispute would have been the Tribunals in Bombay and not in Goa. He has also attempted to urge that since the workman was transferred to Surat that Court can be said to have jurisdiction but certainly not the present Tribunal. I, find that there is substantial force in the aforesaid submission made by Shri Bhandodkar.

11. Now, it is not disputed even by Shri P. J. Kamat for the workman that the parties can confer jurisdiction on a particular Court by an explicit term in contract of service. Besides, the law on this point is now almost settled by series of decision of Supreme Court and also of other High Courts and I will only reproduce a few comments appearing on page 222 of Mulla's Code of Civil Procedure, Fourteenth Edition, 1st Vol. Under the caption, "Agreement as to the choice of Court," the learned commentator has observed as below:

12. Where two courts or more have jurisdiction to try a suit or a proceeding, an agreement between the parties that the dispute between them shall be tried in one of such courts is valid and is not contrary to public policy (vide *Hakam Singh V M/s Gammon (India) Ltd.* 1971 S. C. 740) Such an agreement does not contravene Sec. 28 of the Contract Act. Thus, where the cause of action arises wholly or in part within the local limits of the jurisdiction of one court, and the dependant resides or carries on business in the local limits of the jurisdiction of another court, the parties can agree that the disputes between them shall be decided by one of such courts (vide *Hakam Singh V. Gammon (India) Ltd.*, Supra). Accordingly, the words, "Subject to Rajkot jurisdiction only" in a contract between the parties have the effect of excluding the jurisdiction of courts other than those

at Rajkot having jurisdiction otherwise to try the suit. (vide *Kanpur Sugar Supply V. Harsukhlal*, AIR 1971 Allahabad, 502, *Jhun Jhunwala Bros. V. Subbaramier* AIR 1968 Madras 194, *M/s Beacon Pharmaceutical V. Khosla* AIR 1973 Punjab, 163). In such a case, the plaintiff by such agreement waives his right to file the suit in a particular court and therefore cannot object to an order by that other court, returning the plaint for presentation to the Court agreed to by him and the defendant. (vide *Rajendra Mills V. M/s H. V. M. Haji Dada* AIR 1970 Calcutta 342). Such an agreement does not oust the jurisdiction of the Court having jurisdiction. Nevertheless, courts would ordinarily compel the parties to abide by such an agreement. (vide *Bhagatram Gupta Cables* AIR 1977 Calcutta 451 and *Gharge & Patil (Transport) Ltd. V. Madhusudan*, 79 Bom. LRL 378). However, it is not open to the parties to confer by their agreement jurisdiction on a court which does not possess it under Civil Procedure Code.

13. Thus, as I have stated earlier the law of this point is now well settled and it leaves absolutely no doubt to conclude that once the parties have agreed to submit to the jurisdiction of a particular court, then the parties are bound by that term in the agreement, and no other court except one agreed upon, shall have jurisdiction to decide any suit or dispute between the parties.

14. Now, it is indeed needless to say that the question as to which is the "Appropriate Government" to refer the dispute to the Industrial Tribunal, has to be decided on the principle of jurisdiction of the court to entertain an action and take proceedings (Vide AIR 1967 S. C. 1040 workmen V/s Shri Ranga Vilas Motors (P) Ltd., and *Lalbhair Tricumlal Mills Ltd v. D. M.* (1956) 1 LLJ 558 (Bom. H. C.) (DB).

15. Now, Shri P. J. Kamat has relied upon a ruling of Karnataka High Court reported in 1974 FJR 291 wherein His Lordship have considered the connotation of the word "Appropriate Government" as laid down in Sec.2(a) of the I. D. Act. In the said case, the employer had a Head Office at Bombay; but a Regional Manager was appointed for Karnataka State under whose control the workman was serving. His services were terminated in Karnataka State, and hence His Lordship held that Karnataka State is the appropriate Govt. in respect of the dispute arising out of dismissal. The facts in the reported case are clearly distinguishable with the facts in the present case, in as much as, in the reported case, there was no agreement for conferring jurisdiction on any particular court, and hence it was held that since the workman was serving in Karnataka State where his services were terminated, Karnataka Government was the appropriate Government to refer the dispute to the Tribunal in Karnataka State. However, in the instant case, there was a clear agreement in the letter of appointment and hence I hold that the observations made in the ruling of Karnataka High Court, relied upon by Shri P. J. Kamat are absolutely of no assistance to him. Thus, in the instant case, in view of the explicit agreement appearing in the contract of service between the parties, the dispute between them ought to have been referred to any Tribunal in Bombay and as such the Government of Goa, not being the appropriate authority, the present reference made by it is liable to be rejected for want of jurisdiction. I, therefore, answer the second issue accordingly and pass the following order.

ORDER

The reference is rejected for want of jurisdiction.

No order as to cost. Inform the Government accordingly.

Sd/-
(M. A. DHAVALE)
Presiding Officer
Industrial Tribunal

Order

No. 28/33/86-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

V. C. Manerkar, Under Secretary (Labour).

Panaji, 13th February, 1992.

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(Before Shri M. A. Dhavale, Hon'ble Presiding Officer)

Ref. No. IT/27/86

Shri K. A. Chakkunny (Jacob)
V/s

— Workman-Party I

M/s Gurudatta Industries

— Employer-Party II

Workman represented by Adv. P. J. Kamat.

Panaji, Dated: 27-1-92.

AWARD

In exercise of the powers conferred by clause (d) of Sub. Sec. (1) of Sec. 10 of the Industrial Disputes Act, 1947, the Government of Goa, by its order No. 28/33/86-ILD dated 25th Sept., 1986 has referred the following issue for adjudication by this Tribunal:

"Whether the action of Shri Gurudatta Korjuenkar, Proprietor of M/s Gurudatta Industries, Tivim Industrial Estate, Karaswada, Tivim, Bardez-Goa, in terminating the services of Shri K. A. Chakkunny (JACOB), Metal Cap Dia-maker w. e. f. 8-1-85 is legal and justified?

If not, to what relief the workman is entitled to ?"

2. On receipt of this reference, a case at No. IT/27/86 was registered and notices were issued to both the parties, in pursuance to which they appeared and submitted their pleadings.

3. Party I-Shri K. A. Chakkunny alias Jacob (hereinafter called as 'workman') filed his claim statement (Exb. 3) wherein he has averred thus:

4. The workman was employed by M/s Gurudatta Industries (hereinafter called as 'Employer'), Mapusa, Goa, as a Metal Cap Diemaker from 1-3-1982. He was initially paid Rs. 1000/- per month with increments and thereafter his salary was increased to Rs. 1250/- per month. The workman served till 8-1-85 without any adverse remarks on his record. Initially, there were 3 to 4 workmen serving with the employer but in due course the strength was increased to 22. It is the say of the workman that on 8-1-85 he was called by the Proprietor-Shri Gurudatta I. Khorjuenkar and told to stay home for 10 days and that he would send a letter asking him to come back. Accordingly, the workman stayed for 10 days but he did not receive any letter from the employer. Hence, he went to report for duties but he was not allowed to join and instead he was told that

he would be called for work after the receipt of raw materials. Hence the workman waited for some days and again approached the employer for work. However, again he was sent back and was not allowed to resume. Hence, the workman realised that the employer was not willing to take him back and he approached the Labour Inspector, Mapusa and then the Labour Commissioner at Panaji, for intervention. However, there was no conciliation before the Labour Commissioner at Panaji, and hence a failure report was submitted in pursuance of which, the Government was pleased to refer this dispute to this Tribunal.

5. It is the say of the workman that his services were terminated by the employer without there being any fault on his part. He was neither given notice of one month nor pay in lieu of notice, nor any compensation, nor his wages in lieu of earned leave for Nov., Dec., '84 and January, 1985. Thus, according to the workman the termination of his services amount to retrenchment and as the employer had not complied with the provisions of Sec. 25F of the Industrial Disputes Act, 1947, the termination is illegal and the workman shall be deemed to be in service. It has been finally stated that although the workman had obtained some loan from the employer, still it was recovered and nothing was outstanding on the date on which his services were terminated. Hence, it has been prayed by the workman that he should be reinstated in service with full back wages and continuity in service.

6. Party II-M/s Gurudatta Industries-Employer by his written statement at Exb. 4 resisted the workman's claim contending inter alia as follows. It is denied that the workman was paid Rs. 1250/- per month at the time he left the services. It has been contended that the workman was always irregular in his work and he used to remain absent without informing the employer previously whereby the employer was put to many difficulties. He was also negligent in his work for which he was warned from time to time. It is denied that the workman was asked to stay at home for 10 days. On the other hand, it is a say of the employer that the workman wilfully remained absent whereby the employer was put to difficulties as the entire work had collapsed. He was searched on his given address but he was not found. It is denied that the workman was told that he was not employed because there was no raw material. It has been categorically contended that the workman intentionally remained absent and did not join although he used to pass by the side of the factory. He was asked as to why he remained absent and avoided to resume. According to the employer, the workman had taken money from him as advance which he had to return. Hence, he was avoiding to come for work thinking that he would be compelled to pay the said amount. On these contentions, the employer submits that the workman is not entitled to any relief whatsoever.

7. Party I-workman thereafter filed a rejoinder at Exb. 5, wherein he denied the employer's contentions taken in his written statement and reiterated his stand taken in the statement of claim.

8. On these pleadings, my learned Predecessor Shri S. V. Nevagi, framed the following issues at Exb. 6.

ISSUES

1. Whether party I/Workman proves that he was a workman with Party No. II working as Metal Cap Diemaker since 1-3-1982 and that his salary in 1985 was Rs. 1,250/- p.m. as alleged ?
2. If so, whether the workman proves that the employer/Party No. II terminated his services without assigning any reasons w.e.f. 8-1-1985 as alleged?
3. Whether Party No. II proves that party No. I was being given job work and that Party No. I left the employment without giving any previous information as alleged ?

4. Whether Party No. II terminated the services of Party No. I w.e.f. 8-1-1985 and whether this action is just and legal in the circumstances of the case ?

5. If not, what reliefs, if any is Party No. I/Workman entitled to ?

9. My findings on the above issues are as follows, for the reasons stated below:

1. In the affirmative.
2. In the affirmative.
3. In the negative.
4. Yes, the action of Party II is not just and legal.
5. As stated in the last paragraph, of this judgment.

REASONS

10. The rival contentions of the parties to this dispute have been stated in the opening paragraphs of this judgment which need no further repetition. In order to substantiate their rival claims Party I-Workman examined himself at Exb. 14 and he produced some documents. On behalf of Party II, its proprietor by name Gurudatta Khorjuenkar has examined himself at Exb. 20 and he also produced several documents. Besides him, he has also led the evidence of one of his past employees by name Vijulata Kandeparkar at Exb. 31. Her evidence was over on 4-7-91 and thereafter the case was posted for further evidence to be led on behalf of the employer and for that purpose the case was adjourned to 2-8-1991. However, on that date, the employer's advocate A. Dinis retired for want of instructions. By his application dated 2-8-91 he had informed the Tribunal that he had sent a letter to the employer by registered post a copy of which has been appended to his application. It is dated 6-7-91. Under this notice, he informed the employer that he was withdrawing his appearance and accordingly he did it by his application dated 2-8-91. Hence, I directed to issue one more notice to the employer which was sent by Regd. post but the same was returned with an endorsement, "Not found, and unclaimed". Thereafter the matter was adjourned on 2 dates but there was no appearance on behalf of the employer and hence the evidence was closed and the arguments were heard. Accordingly, Shri P. J. Kamat for the workman advanced his arguments but there was no appearance on behalf of the employer. It is under these circumstances, I now proceed to consider the respective cases of the parties to this dispute.

11. However, before proceeding to consider the rival claims of the parties, a reference will have to be made to one important circumstance or event which occurred during the pendency of this proceeding. On 18-11-88 the employer gave an application stating therein his willingness to re-employ the workman on his monthly salary at Rs. 1250/-. On this application Shri P. J. Kamat gave his consent by saying that his client is ready to join the work with all benefits from 19-11-88. My learned Predecessor then passed an order below this application directing Party I-Workman to rejoin his services on 24th of November, and thereafter the matter was posted for recording of evidence on the remaining claim of the workman. However, it is a fact of the workman that although he had gone to resume his duty on 24th instant, still he was not given the work of Diemaker and instead he was directed to work as a Turner. He was not conversant with the work of a Turner as claimed by him and hence he did not rejoin his services and the matter remained as it was before. This circumstance has a considerable relevance and hence, I have referred to it before proceeding to consider the respective contentions of the parties of this dispute.

12. Now, two important issues arise for determination in this dispute. The first and foremost is the nature of work which the workman was doing during the course of his employment. According

to the workman, he was appointed as Metal Cap Diemaker while it is the contention of the employer that he was appointed and was working as Turner-cum-Diemaker. The second point that arise for determination is whether the workman abandoned his services of his own accord as contended by the employer or whether he was retrenched from services as urged by the workman. I, would therefore proceed to consider these two points serially.

13. Now, the workman Shri Chakkunny Anthony Kunnan (Jacob) (hereinafter called as the 'Workman'), examined himself at Exb. 14 wherein he has categorically stated that he was appointed as 'Metal Cap Diemaker' in the employer's factory which was manufacturing ball pens etc. Now, the workman's evidence discloses that no order of appointment was issued to him at any time during the tenure of his service. His initial salary was Rs. 1000/- p. m. but the same was increased to Rs. 1250/- p.m., at the time of termination of his services. The Employer-Gurudatta Khorjuenkar in his evidence at Exb. 20 has attempted to state in the opening paras of his deposition that the workman joined the services as a 'Turner-cum-Diemaker'. In his cross examination he has attempted to state that he himself had not issued any appointment letter to the workman but his Manager might have done it. However, the Manager has not been examined as according to the employer he had left the employer's services. However, the employer was unable to produce any office copy of the appointment letter given to the workman. In view of the state of affairs, there is no cogent evidence led by both the sides to know as to what was the job entrusted to this workman when he joined the services. However, at this stage it will have to be stated that there were several circumstances to conclude in favour of the workman who asserts that his appointment was that of a Metal Cap Diemaker. I will briefly proceed to consider some of the important circumstances appearing from the evidence on record.

14. On behalf of the employer, the evidence of Vijulata Khandeparkar was led at Exb. 31. Even in her examination in chief, she has stated that the workman was doing the work of a Pen Cap Diemaker. Thus, even in her examination in chief, she did not support the employer's version although she was witness for the employer. Now, the learned advocate for the employer also seems to be aware of this fact as can be seen from his notice dated 6-7-91, sent to the employer wherein he has categorically stated thus:

"I had warned you that we should not call Vijulata as your witness unless you were absolutely sure that she would depose in your favour. You insisted that Vijulata would depose favourably. I regret to say that Vijulata's deposition is likely to go against your case."

In her cross examination she has stated that the workman was brought from Bombay by Gurudatta and upto 1985 the Company was doing the work of Metal Cap dying. This workman was doing the work of polishing on the lathe machine. Thus, her evidence does not support the employer's contention. Then, there are few circumstances appearing in the documentary evidence to which a reference will have to be made in brief.

15. The Register of Employment has been produced at Exb. 19 (E) and first entry relates to the hours work during the wage period ending March, 1982. It may be recalled that the workman was employed in March, 1982. Column No. 5 relates to nature of work or designations and under this caption and against the name of the present workman, it has been stated "Diemaker". Thus, even in the absence of any appointment order, it will have to be concluded without hesitation that in the month of March, 1982 when the workman was first appointed, his designation was 'Diemaker' and not a 'Turner-cum-Diemaker'. The same entry was continued in this register till Feb., 1983. For each and every month from March, 1982 to Feb., 1983, there is an entry of Diemaker against the workman's

name. Thereafter from March, 1983 column No. 5 in this register seems to have been kept blank in respect of all the employees. Exb. 17 (E) is a register of wages maintained by the employer till November, 1982 to Dec., 1983. In this register also column No. 4 relates to 'Occupation' and against the name of the present workman his occupation is shown as 'Die-maker'. In the subsequent entries column No. 4 is kept blank. Now, it has been urged by Shri P. J. Kamat for the workman that the theory of workman's appointment as 'Turner-cum-Diemaker' seems to have been invented subsequently by the employer. To support his submission in this behalf he has rightly placed a reliance on the employer's statement before the Labour Commissioner in conciliation proceedings which is at Exb. 29 (E). It is dated nil but it seems to have been received in Labour Commissioner's office on 22-8-85. In this letter Gurudatta has clearly stated, "That Shri K. A. Chakkunni was working with us as a Metal Cap Die Maker and Die Maker". In his cross examination, Gurudatta has admitted that this letter bears his signature wherein he has stated that the workman was working as a Metal Cap Die Maker and Die Maker. He has further added, "I have not written to that office that the workman was working as a Turner". Thus, I find that there is substantial force in the submission made by Shri P. J. Kamat for the workman that the employer has invented a new case to show that the workman was also a turner besides being a Metal Cap Die Maker.

16. Then, there is one more circumstance to which a reference will have to be made in brief. After the issues were framed the employer gave an application at Exb. 10 praying for an amendment by introducing two clauses at Sr. 4 A and 4 B. This application was opposed by the workman by his reply at Exb. 11. However, my learned Predecessor was pleased to allow this application for amendment. Accordingly, I will have to consider the employer's contention appearing in para. 4A and 4B of Exb. 10. In the said paragraphs, it has been contended that the workman had executed a bond on 26-3-82 which shows that he worked as a Turner and Diemaker. In clause 'B' it has been further contended that since 1985 the workman was doing the work of Dying on contract basis with several establishments like Alpin Engineering works, Tivim, Kale Turning Works, Aroba, Pernem, Goa and other. Now, the said bond has been produced by the employer which can be found at Exb. 21 (E). This bond is dated 26th March, 1982 and it purports to bear the signature of the workman. In para. 1 of this bond, it has been stated that the workman was employed as a Turner and Diemaker for a period of 5 years. Thus, relying on this statement, the employer wants to support his stand that besides being Metal Cap Diemaker the workman was also a Turner. However, this document has been very seriously challenged by Shri P. J. Kamat for the workman. In the first instance, the workman in his statement on oath has denied his signature appearing on this bond. When he had categorically denied his signature it was upto the employer to get the said signature examined by any handwriting expert to dislodge the workman's denial of his signature. However, this was not done. Secondly, there is no signature of any witnesses attesting to this Bond. In the normal course of events there should have been some witnesses for the execution of this document which was of considerable importance. Thirdly, this document has come to light at a very late stage as can be seen from the record of this proceedings. Now, initially, even in the absence of any claim statement, the employer had filed a Written Statement at Exb. 2 on 7-1-88 in which there is absolutely no reference to the existence of any such Bond. After the workman filed his statement of claim, the employer filed an elaborate written statement which can be found at Exb. 4. In this written statement also, the employer is totally silent as regards the execution of any such Bond by the employer. However, subsequently by amending his Written Statement on 17-12-88, he for the first time made a reference to this Bond. Thus, considering all these circumstances, it has been rightly urged by Shri P. J. Kamat that this document seems to have been subsequently prepared to support the employer's case. Besides, I have stated earlier that the workman has categorically disclaimed his signature on this Bond and besides the

interested word of the employer, there is no other evidence to prove that this document was really executed by the workman. Thus, for all these reasons, I hold that no reliance can be placed on this document.

17. This is all the evidence that has been led by both the sides to prove as to whether the workman was employed simply as a Metal Cap Diemaker or whether he was also a Turner as contended by the employer. Thus, after having considered the entire evidence, I hold that the workman has succeeded in proving that he was employed as a Metal Cap Diemaker since March, 1982. His services were terminated in the year 1985 when his pay was Rs. 1250/-, which fact has also been admitted by the employer. Even in his offer for re-employment by his application at Exb. 7, the employer has clearly stated that the workman's monthly salary was Rs. 1250/-. I therefore, hold that the workman has proved issue No. 1 and answer the same in the affirmative.

18. That takes me to consider the remaining issue which relate to the termination of services. Now, at the cost of repetition I would say that it is a grievance of the workman that his services were illegally terminated by the employer while the employer contends that the workman himself abandoned his services. Now, the workman's evidence discloses that on 8-1-85 when he went to resume his duties, he was called in the office and was informed that his services were not required for 10 days and that he should remain at home for 10 days. After this period was over, he again went to the office but he was again told that the material had not arrived and hence he should wait for 10 to 15 days more. Finally the workman has stated, "when I again went to the office, I was told that my services were terminated and I was no more required". This is the evidence of the workman in his examination in chief. Now, he has been very searchingly cross examined by the learned Advocate for the employer. However, at the outset, it will have to be stated that the aforesaid material assertions made by the workman have remained unshattered. In his cross examination, he has categorically denied the suggestion that he voluntarily stopped coming for work from 8-1-85 onwards. Thus, as far as the workman's evidence is concerned he is positive in asserting that his services were terminated from 8-1-85 and that he himself did not abandon his services. As against this evidence the employer has attempted to state that the workman voluntarily left his services from 8-1-85 onwards and stopped coming for work. He has further alleged that he had sent messages and he also personally met him and asked him to come back for work but the workman refused to do so. Now, he has been very searchingly cross examined by Shri Kamat wherein some important admissions have been brought on record. He has admitted thus, "The workman stopped coming for work from 8-1-85 but I did not send any letter to him asking him to come for work as I did not deem it necessary to do so. I say that I had orally asked him to come for work whenever he met me but I did not deem it necessary to send him any letter asking him to come for work. I had not given any notice in the newspapers asking him to come for work. In the muster roll I have not marked him as absent since 9-1-85. I struck off his name from muster from February, 1985 onwards." Thus, considering the above referred admissions it clearly seems to me that the employer did not endeavour to take the necessary steps to direct the workman to resume to his duties although he claims that he was in need of the workman's services. On reading the evidence of the workman, I do not find that he could have possibly abandoned his services with the present employer. The evidence on record shows that there is no factory in Goa where the workman's services as Diemaker could have been utilised. In view of this state of affairs, it cannot even be inferred that the workman who had come from Bombay to resume his duties in the present concern of the employer, could have possibly abandoned his services for better prospects in some other concern. The employer's witness Vijulata Khandeparkar in her cross examination has also admitted that this workman was removed from service. The employer has not led any other evidence in proof of his contention that the workman voluntarily abandoned his services.

19. Thus, Considering the evidence of both the sides, I have come to an irresistible conclusion that the employer has utterly failed to prove his contention and instead the workman has succeeded in proving that his services were terminated without assigning any reason. I, therefore answer the 2nd issue in the affirmative and the 3rd issue in the negative.

20. That takes me to consider issue No. 4 as to whether the order of termination is just or legal. Now, it has been urged by Shri P. J. Kamat that even assuming for the sake of argument that the workman had abandoned the services, still the employer had not complied with the statutory provisions laid down in the Industrial Disputes Act. He has relied upon a decision of our High Court reported in Current Labour Reports, Vol. I, 1988 page 38, in the case of Gaurishankar Vishwakarma V/s Eagle Spring Industries Pvt. Ltd. & Ors., wherein on page 40 it has been observed by his Lordships thus:

"It is now well settled that even in the case of the abandonment of service, the employer has to give a notice to the workman calling upon him to resume his duty and also to hold an enquiry before terminating his service on that ground. In the present case the employer has done neither. It was for the employer to prove that the workman had abandoned the service."

21. To the same effect there are the observations of our High Court in a recent ruling reported in 1991 II C.L.R., 580 in the case of Riaz Ahmed of Bombay V/s Munir Ismail Mohammed of Bombay and Ors., wherein it has been observed that when the employer treats the services of a workman as terminated, it is incumbent upon the employer to hold an enquiry before treating the services as terminated on the ground of abandonment. In this case a reliance has been placed on the above referred observations appearing in the case of Gaurishankar (Supra). Thus, respectfully following the ratio in the above referred two rulings, I hold that even assuming for the sake of argument that the workman had abandoned his service, still the employer did not send him any letter or notice calling upon him to resume, nor did he hold any domestic enquiry which could have enabled him to retrench the workman if he was found guilty of any mis-conduct or offence. Moreover, the evidence on record does not at all indicate that any fault was found with the workman during the tenure of his services. On the other hand it is the workman's contention that his record was very clear. The employer also does not allege anything against the workman's performance or behaviour. In view of this state of affairs, I hold that the order of termination which has been passed by the employer without assigning any reasons whatsoever is neither legal nor proper and hence I answer issue No.4 in the negative.

22. In view of my findings on the first four issues, it follows that the workman would be entitled to a relief of reinstatement with full back wages and continuity of service. Now, the position of law on this point is well settled by series of decisions of the Supreme Court and I would only make a reference to two of them viz. AIR 1960 S. C. 772 and 1969 S. S. C. 192. Now, it has been faintly stated by the employer in his evidence that after 1985 the workman was employed in some other concerns in Goa. However, besides the interested word of the employer alone, there is no other evidence to support his contention in the behalf. I, therefore reject the same and pass the following award.

ORDER

It is hereby declared that the action of Party II-Gurudatta Korjuenkar, Proprietor of M/s Gurudatta Industries, Tivim Industrial Estate, Karaswada, Tivim, Bardez-Goa, in terminating the services of

Party I-Shri K. A. Chakkunny (Jacob), Metal Cap Die-maker w.e.f. 8-1-1985 is not legal and justified and hence Party II-Employer is hereby directed to reinstate Party I-Workman in service with full back wages and continuity of service.

No order as to costs. Inform the Government accordingly about the passing of the award.

Sd/-
(M. A. DHAHALE)
Presiding Officer
Industrial Tribunal

Order

No. 28/47/89-LAB

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

V. G. Manerkar, Under Secretary (Labour).

Panaji, 21st September, 1992.

IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI

(Before Shri M. A. Dhavale, Hon'ble Presiding Officer)

Ref. No. IT/65/89

Workmen — Party I-Workmen
V/s
M/s Sarmalkar Industries — Party II-Employer
Workmen represented by Shri Raju Mangueshkar.
Employer represented by Adv. G. K. Sardesai.

Panaji, Dated: 24-8-1992.

AWARD

In exercise of the powers conferred by clause (d) of Sub. Section (1) of Section 10 of the Industrial Disputes Act, the Government of Goa, by its order No. 28/47/89-LAB dated 13th September, 1989 has referred the following issue for adjudication by this Tribunal.

"Whether the action of the management of M/s Sarmalkar Industries, Guirim, Bardez-Goa, in terminating the services of the following workmen with effect from 16th April, 1989 is legal and justified.

- | | |
|----------------------------|-----------------------------|
| (1) Shantaram S. Hiremath | (12) Manuel L. Barreto |
| (2) Vinayaj N. Thanekar | (13) Ashok M. Haldankar |
| (3) Anand P. Parsekar | (14) Shamsundar V. Parsekar |
| (4) Vassudev K. Vaingankar | (15) Mahesh N. Mayekar |
| (5) Rohidas R. Chodankar | (16) Dayanand L. Mayekar |
| (6) Shambu K. Arondekar | (17) Bernard M. Lobo |
| (7) Anand G. Toraskar | (18) Charudatta Damle |
| (8) Prakash G. Pilankar | (19) Avinash G. Kerkar |
| (9) Krishna P. Malpekar | (20) Santosh B. Kerkar |
| (10) Tukaram V. Parsekar | (21) Pradeep V. Haldankar |
| (11) Vishnu R. Naik | (22) Sharad G. Chodankar |

If not, to what relief the workmen are entitled to?

2. On receipt of this reference, a case at No. IT/65/89 was registered and notices were issued to both the parties in response to which they appeared and submitted their pleadings.

3. Party I-Workmen (hereinafter called as the 'Workmen') have filed a statement of claim (Exb. 2) wherein it has been averred thus;

Party I-Workmen are the members of Goa Trade & Commercial Workers' Union and hence the statement of claim has been filed by the Jt. Secretary of the said Union. Party II-M/s Sarmalkar Industries, Guirim, Bardez-Goa (hereinafter called as the 'Employer'), was a partnership firm and initially Shri Suresh Chari and Shri Surendra Sarmalkar were the partners. However, thereafter Suresh Chari left the partnership. The said firm started a factory in the year 1980 and it used to manufacture steel cupboards, beds, tables and similar products. The factory and the Company's office is situated at Aradi, Guirim, Bardez, Goa. Initially, the employer had engaged 22 workers in the category of Head Fitters, Head Painters, fitters, welders, helpers and painters, etc. The average salary of a helper was Rs. 200/- p. m. Some workers were paid Rs. 700/- per month. However, besides the meagre salary, the workers were not given facilities of ESI and Provident Fund, Uniforms, Bonus, Overtime, T. A., etc. The factory was working only on one shift. The employer has, besides the said factory at Aradi various show rooms, Depots, wherein the sale was transacted in retail as well as whole sale. In the said show rooms or the Depots the Employer used to sell T. V., Freezers, Furniture, Sofa-Sets, Mixers, Fans, tables, and other electrical appliances. Thus, the employer used to make a huge profit continuously by selling its own products and also the products of other companies. The employer also used to supply products to Corporation like K. T. C., P. W. D., Goa Shipyard, Mormugao Port Trust, Zuari Agro Chemicals Ltd., Dempos etc. The workers were not given the leave benefits but they were given only 7 days holidays. Hence the workers formed an union and by its letter dated 5-4-1989, the President of the said union informed Shri Surendra Sarmalkar about the formation of the Union. Under the said letter, the names of the office bearers of the union were also communicated to the employer. Under the said letter, the union submitted a Charter of Demands and the copy of the said letter was also sent to the Labour Commissioner for necessary action. Thereafter, under a letter dated 9-4-1989, the President of the Union raised an industrial dispute in regard to the Charter of Demands. In the said letter, it was also alleged that the employer had resorted to harassment and victimisation of the workmen and the workmen were not paid the wages for the month of March, 1989. The workers were made to forcibly sign the Blank sheets for forsaking the membership of the Union. Although the dispute was raised before the Labour Commissioner, still the Employer did not participate in the conciliation proceedings; and instead, he continued to terrorise and victimise the workmen. The Commissioner of Labour endeavoured to bring about a settlement between the parties by calling the employer for discussion but the employer did not respond. Instead, the employer displayed a notice dated 15-3-1989 and informed the workers that the management has decided to close the operations of the factory w. e. f. 16-4-1989 on account of financial crisis. Soon, thereafter, the workmen filed a caveat application in the Court of Civil Judgment, Sr. Division, Mapusa, Goa, as the workmen thought the Employer would obtain an order for temporary or permanent injunction ex-parte. Thereafter, on 16-4-1989 the employer raised an industrial dispute before the Labour Commissioner pertaining to the issue of 'Lock-Out' of the workmen. However, the employer did not attend the meetings for discussion and ultimately the discussions were held in the absence of the employer ex-parte. During the course of discussions held on 2-6-89 the Jt. Secretary of the Goa Trade & Commercial Workers' Union specifically pointed out that the employer under the garb of "Closure" had thrown out his workers and that the employer was getting the job done by assigning the same to one Contractor, by name Vatsala Workshop having its industry at Monte, Villa, Sanquelim, Bardez-Goa. Hence, it was submitted before the Labour Commis-

sioner that the employer was resorting to unfair labour practices by causing injustice to the workman by engaging a contractor. Then, there was an incident of assault on 5-7-1989 in which two workmen were assaulted and they reported the matter to the police in pursuance of which an offence u/s 323 of I.P.C., was registered. It has been contended that the financial position of the employer is quite sound and hence the notice of closure displayed by the employer is a false pretence. It has also been contended that the business carried out by the employer still continues in full swing and hence there was infact no need to close down the business. Hence, it has been prayed that the action of the management in terminating the services of the above named workmen w.e.f., 16-4-1989 is illegal and unjustified and as a consequential relief they have prayed that all of them should be reinstated with continuity of service and other benefits.

3. Party II-M/s Sarmalkar Industries, by its written statement at Exb. 3 resisted the workmen's claim contending interalia as follows:

The present reference is not maintainable in as much as Party II had closed its business on account of financial crisis and hence at the preliminary stage itself, the reference deserves to be dismissed. In the conciliation proceedings before the Labour Commissioner, it was the consistent say of the Employer that the business was closed although the Union representing Party I, was urging that the management had declared a lock-out. Hence it has been contended that the Government without applying its mind to the contentions of the respective parties and the proceedings before the Conciliation Officer referred a totally different industrial dispute. There was no demand in respect of revocation of termination on reinstatement and hence there was no industrial dispute which was in existence which could have been referred to the Industrial Tribunal for adjudication. Hence, the present reference is null and void. Without prejudice to the above said contention, it has been submitted that in fact there were only 9 workmen on the roll of Party II at the time of closure who are referred to at Sr. No. 1 to 9 in the schedule to the reference. The rest of the workmen were employed by Party II as casual employees on some occasion as per its requirement. Thus, none of them was in the employment of Party II at the time of closure. Thus, the workmen at serial No. 10 to 22 were never in the employment of Party II and more so at the time of closure. Previously, there were two partners for Party II. However, Shri Suresh Chari left partnership on account of reduction of orders and thereafter Shri Surendra Sarmalkar continued the operation of Party II as a sole proprietary concern. It is denied that the workmen were paid a meagre salary and on the contrary Party II was paying a handsome salary as compared to the salary paid in similar concerns. There was no question of making any provision for Provident Fund or Bonus since at no stage the employer employed more than 9 workers. For the same reason, the establishment was not covered under ESI Act, 1948. The question of payment of medical allowance or T.A., did not arise at any time. It is denied that Party II had any depots or show rooms and that they deal in whole sale and retail sale of electric appliances. It is denied that the workmen were not granted increments. On the contrary, the increments were granted on the basis of efficiency shown by the workmen. They were also given leave benefit and other benefits. It is true that the employer had received a letter from the Union in which many demands were made. However, since the management was contemplating a closure there were no question of replying the said letter of union. In fact, in January, 1989 the employer informed the workmen of his intention to close down the business and advised the workmen to seek alternative jobs. However, it has been contended that in order to pressurise the employer for getting more monetary benefits the workmen organised into a Union. Party II had informed the Dy. Labour Commissioner its intention to participate in the conciliation proceedings but the Labour Commissioner informed that no purpose would be served in participating in the discussion. It is emphatically denied that the financial position of Party II is quite sound and hence there was no necessity

of declaring a closure. Hence, it has been prayed that the workmen's claim be dismissed.

4. Thereafter, Party I-Workmen filed a Rejoinder Exb. 4, wherein they controverted all the contentions of Party II and reiterated their claim made in the statement of claim.

5. On these pleadings, my learned Predecessor Shri S. V. Nevagi framed the following issues at Exb. 5:

1. Whether the Union has locus standi to sponsor the case of the employees and whether it was duly and properly authorised by the workmen of Party II to sponsor their case?
 2. If so, whether by the notice dated 15-3-89 displayed on the notice board, it amounted to closure of the Unit or whether it amounted to lock-out as claimed by the Union?
 3. Whether the action of the management of Party II in closing out its business operations from 16th April, 1989 is just and proper in the circumstances of the case and whether the closure of business cannot be a subject matter of Industrial Dispute and whether the Government failed to apply its mind before making the reference as contended in opening para. a, b and para. 1 of the written statement?
 4. Whether this is an industrial dispute and whether this Tribunal has jurisdiction to go into the closure of the Unit and whether the closure amounts to the termination of the services of the workmen.
 5. If so, whether the 22 workmen referred to in the Govt. reference were in the employment of Party II in March, 1989 and whether the management terminated the services of the workmen by resorting to the practice of closing down the unit and whether this amounts to unfair labour practices as claimed by the Union?
 6. If so, whether the management had terminated the services of the 22 workmen w.e.f. 16th April, 1989 and whether this termination is just and legal in the circumstances of the case?
 7. To what reliefs, if any, are the workmen entitled to in this Government reference?
6. My findings on the above issues are as follows for the reasons stated below:
1. Does not survive.
 2. Does not survive.
 3. Does not survive.
 4. In the negative.
 5. Does not survive.
 6. Does not survive.
 7. The workmen are not entitled to any relief.

REASONS

7. The rival contentions of the parties to this dispute have been stated in the opening paragraphs of this judgment which need no further repetition. Now, in proof of their contentions, parties did not led any oral evidence. Instead, a file of the R & P before the Conciliation Officer was called for and perused for the purpose of considering the submissions made by the learned Advocates for both the sides. Shri R. Mangueshkar for Party-I Workman has filed his written arguments while Adv. G. K. Sardesai For Party II-Employer

had addressed the Court orally. Now, on considering their submissions, the main point that arises for determination is one which is the subject matter of issue No. 4. In substance, the first point that arises for determination in this case is whether an industrial dispute really existed between the parties before the Government was pleased to refer this matter to this Tribunal for adjudication. Now, it has been strenuously urged by Shri Sardesai that the present reference is null and void obviously for the reasons stated in para. 1 (c) of his Written Statement at Exb. 3. It has been contended in para. (c) (which was subsequently added by amendment to written statement), that there was no demand in respect of revocation of termination on reinstatement on the Employer by the workman or by their union and hence no industrial dispute was in existence. Thus, no industrial dispute existed prior to the reference and hence the reference is null and void. It has been also contended that the Government while referring this matter to this Tribunal, did not apply its mind to the case made out by the workman. Thus, in the beginning I will advert myself to Issue No. 4 framed by my learned Predecessor. If the same is answered in the negative, it follows that the remaining issues would not survive for consideration and the reference will have to be rejected being null and void.

8. Now, on reading the recitals in the statement of claim (Exb. 2) filed by the workman it is abundantly clear that after they formed an union, a charter of demands was made to the Employer. But since there was no response the matter was taken up before the Asst. Labour Commissioner for conciliation, by the Union's letter dated 16-4-1989. The said letter is on record. In the said letter, a grievance was made that charter of demands was submitted before the Employer but there was no response and hence it has been clearly stated on page 2 of this letter thus:

"The Union raised an Industrial Dispute before the Labour Commissioner, Panaji, on 14th April, 1989, seeking his and his offices' intervention on the issues of the 'Charter of Demands'-served by Union".

Thus, what was referred to was the employer's inaction in not responding to the charter of demands. Thereafter, a grievance has been made on page 4 in respect of the alleged closure. According to the workmen it was not in fact, "Closure" but a 'Lock-out' and hence a request was made to settle not only the issues of lock-out but also the issues of charter of demands raised by the Union. In the Written Arguments also (Vide Exb.9) it has been stated in para. 5 that Party I raised an industrial dispute over the issue of lock-out by the management. In para. 7 also it has been stated that pursuant to the industrial dispute raised by Party I, the Labour Commissioner issued several notices to the Employer calling for discussion over the said issue of lock-out. Shri R. Mangueshkar has also placed reliance on a ruling of the Supreme Court in the case of Express Newspaper Ltd. v/s Their Workmen, reported in 1962 LLJ 232 wherein Their Lordships have distinguished between lock-out and closure. In para. 12 of the written arguments, it has been averred by relying upon the above referred ruling that in dealing with this question, industrial adjudication has to taken into account several relevant factors and these factors may be proved before the Industrial Tribunal either by oral evidence or documentary evidence and by also evidence of conduct and circumstances. Whenever a serious doubt arises in regard to the closure which the employer allege as a lock-out, the Tribunal may have to make a long and elaborate enquiry and the ultimate decision would depend on a careful examination of the whole of the relevant evidence. However, the aforesaid observations are absolutely of no assistance to Shri Mangueshkar for the obvious reasons that the Govt. has not made a reference for adjudication as to whether there was in fact a closure or a lock-out. Besides, it has been rightly pointed out by Shri G. K. Sardesai that closure is not subject matter of industrial dispute. The issue that has been referred to calls upon this Tribunal to decide as to whether the action of the management in

terminating the services of 22 workers named in the schedule is legal and justified. Thus, it has been further rightly pointed out by Shri Sardesai that the workmen's contention that there was a lock-out is not true because in the lock-out there cannot be any termination of services of the workmen. At any rate, when the issue is specific as regards the legality or otherwise of the workmen's termination, I hold that this Tribunal is not called upon to consider whether there was a closure as contended by the employer or whether this was a case of lock-out as urged by the workmen.

9. Now, as I have stated earlier the main challenge that has been given to this reference is that the Government did not apply its mind to the facts of the case and the real dispute between the parties has not been referred to for adjudication. This is what has been precisely contended in para. 'C' of the Written Statement at Exb. 3. At the cost of repetition, I would say that it has been argued by Shri G. K. Sardesai that the workmen did not complain to the employer against the alleged illegal termination of their services. Secondly, even in the Union's letter dated 16-4-89 no grievance was made in respect of the termination of the workman. In view of the state of affairs, it has been contended that there was no industrial dispute existing at the time when the reference was made by the Government. To support his submission in this behalf, he has placed reliance on some rulings to which reference will have to be made in brief. In the case of Sindhu Resettlement Corporation, Ltd. and Industrial Tribunal, Gujarat, and and others reported in 1968 (1) LLJ 834, it has been observed by Their Lordships of the Supreme Court thus: (As noted in head note on page 835).

"On the facts of this case, it is clear that the reference made by the Government was not competent. A mere demand to a Government without a dispute being raised by the workmen with their employer cannot become an industrial dispute. In the instance case the Govt. had to come to an opinion that an industrial dispute did exist and that opinion could only be formed on the basis that there was a dispute between the appellant and the respondents relating to reinstatement. The material showed that no such industrial dispute as purported to be referred by the statement had even existed between the appellant-Corporation and the respondents. The State Government obviously committed an error in basing its opinion on material which was not relevant to the formation of the opinion. The only reference that the Govt. could have made had to be related to payment of retrenchment compensation which was the only subject matter of dispute between the appellant and respondent. The award is quashed and appeal allowed."

A reference has also been made to the Full Bench ruling of Delhi High Court reported in 1982 LAB I. C. 1309 M/s India Tourism Development Corporation, New Delhi, v/s Delhi Administration. The head note 'D' reads thus:

"Where the real dispute between the parties was whether there was a lock-out or closure in the establishment and the Government referred the dispute by assuming that there was a lock-out, the order of reference was liable to be interfered with as the Labour Court could not travel beyond the reference and decide the question as to whether there was lock-out."

10. In an earlier ruling reported in AIR 1970 Delhi 60 (Fedders Lloyd Corporation Pvt.) Ltd. V/s Lt. Governor, Delhi & Others, in the head note "B" it has been stated thus:

"Demand by workmen must be raised first on Management and rejected by them before industrial dispute can be said to arise and exist-Making of such demand to Conciliation Officer and its communication by him to Management who rejects the same is not sufficient to constitute industrial dispute AIR 1968 SC 529, Poll.

Shri G. K. Sardesai has also sought assistance in some of the observations of Their Lordships of the Orissa High Court in the case of Orissa Industries (P) Ltd. and Presiding Officer, Industrial Tribunal reported in 1976 LAB I.C.285. Head Note "A" read thus:

"Before an " industrial dispute" can be said to exist between a workman and the Employer-management, there must be a demand by the workman before the management as required by Rule 3. Only if a dispute exists between employer and workman, a reference can be made by the State Government under Section 10(1) for adjudication of the dispute by the Tribunal. In the absence of such a dispute if the Government is still of opinion that a dispute exists, the opinion so formed is without materials and the exercise of power by way of reference is without jurisdiction.

A reference under Section 10(5) or under S.12(4) and (5) would be without jurisdiction unless an industrial dispute exists between the employer and the workmen after the workmen make a demand before the management. 1968 Lab.IC 526(SC). 1970 Lab IC 421 (Delhi). 1972 Lab IC 676 (SC). Rel. on: (1974) 2 Lab LJ 6(Ori). 1970 Lab IC 1119(Part) Dist."

11. Lastly a reliance has also been placed on two rulings of our High Court. The first is reported in FLR 1992 (64) in the case of Iqbal Ahmad Kamaruddin and P. L. Majumdar wherein the head note lays thus:

"If what is referred to a Tribunal/Labour Court is not an Industrial Dispute it is always open to a party to show to the forum that the dispute referred for adjudication, though purported to be an Industrial Dispute, is in reality not an Industrial Dispute at all. This has always been recognised as an exception to the general rule postulated in Section 10(4). It is, therefore, always permissible for an employer to raise an issue as to whether what has been referred to an Industrial Dispute at all and there can be no question of the Tribunal being bound by the order of reference upon a prima facie view of the matter as to the existence or apprehension of an Industrial dispute; it is open to the parties to show that what is referred is not in reality an industrial dispute at all.

The second ruling of our High Court is one given by their Lordships of Panaji Bench, Goa, in the case of Sitaram Vishnu Shirodkar and The Administrator, Govt. of Goa and others reported in 1985 1 LLJ 480 wherein it has been observed that the Tribunal constituted under the Act cannot travel beyond the reference and decide whether the workman had abandoned the service or not. The reference proceeds under the basis that there was termination of service and the only question left open for decision was whether the termination was legal and proper." In view of the matter it was ruled that the order of reference was bad and ultimately quashed.

12. Thus, relying on the aforesaid settled principles of law, it has been rightly argued by Shri G. K. Sardesai for the Employer that in the first instance, either the workmen or their union did not challenge the termination of their services before the Employer. Had they made a complaint to the employer and if the same was rejected then the workmen or their Union had an option to raise a dispute before the Conciliation Officer. However, in the present case what was referred to the Conciliation Officer was a question of charter of demands and of lock-out. If as I have stated earlier, it was a case of lock-out then there cannot be termination of services. If it was a case of closure, then the closure would not have been the subject matter of an industrial dispute as urged by Shri Sardesai. Besides, the question of "closure" or "lock-out" is certainly not a subject matter of reference. The reference as stated earlier, only relates to the legality or otherwise of the termination of 22 workmen. However, since this dispute was not

raised before the Employer for the first time, it follows, in view of the settled law reproduced above, that no industrial dispute as contemplated under the Industrial Disputes Act existed and as such, it cannot be said that the government had applied its mind to the real differences between the parties before the matter was referred to this Tribunal.

13. Thus, for all these reasons, I uphold the submissions made by Shri G. K. Sardesai for emphasising that the present reference is null and void and this Tribunal cannot travel beyond the scope of the reference made by the Government. In view of this conclusion, it follows that this reference, will have to be rejected as being not tenable. I, therefore, answer issue No. 4 in the negative. In view of the negative finding, issues Nos. 1, 2, 3, 5 and 6 would not survive was consideration and hence I have answered them accordingly. The result is, Party I-Workmen are not entitled to any relief whatsoever and the reference is liable to be rejected. I, therefore pass the following order.

ORDER

It is hereby ordered that since no industrial dispute existed between the parties, before the reference was made, the same is held to be null and void and hence the same is rejected with no order as to costs.

Government be informed accordingly.

Sd/-

(M. A. DHAVALÉ)
Presiding Officer
Industrial Tribunal

Order

No. IRM/CON/MAP/(16)/96/11812

Whereas the Government of Goa is of the opinion that an industrial dispute exists between M/s. Kadamba Transport Corporation Limited, Panaji, and their workmen S/Shri Lawrence Coelho, Milagres Dias, Sanjay Thali and Tulshidas Gaonkar, represented by the Kadamba Transport Drivers and Allied Employees Association, Panaji, in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the 'said Act'), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu at Panaji - Goa, constituted under section 7-A of the said Act.

SCHEDULE

Whether the action of M/s. Kadamba Transport Corporation Limited, Panaji - Goa, in terminating the services of S/Shri Lawrence Coelho, Welder, Milagres Dias, Helper/Mechanic, Sanjay C. Thali, Helper/Mechanic and Tulshidas Gaonkar, Body Fitter, with effect from 25-5-1994, is legal and justified?

If not, to what relief the workmen are entitled?

By order and in the name of the Governor of Goa.

R. S. Mardolker, Commissioner & Ex-Officio Joint Secretary (Labour).

Panaji, 1st November, 1996.

Order

No. IRM/CON-MAP/(19)/96/11807

Whereas the Government of Goa is of the opinion that an industrial dispute exists between M/s. Kadamba Transport Corporation Limited, Panaji, and their workman Shri Sudan B. Naik, represented by Kadamba Transport Corporation Worker's Union, in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the 'said Act'), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu at Panaji - Goa, constituted under section 7-A of the said Act.

SCHEDULE

Whether the action of M/s. Kadamba Transport Corporation Limited, Panaji - Goa, in demoting Shri Sudan B. Naik from the post of Conductor to that of Helper, with effect from 15-11-1995, is legal and justified?

If not, to what relief the workman is entitled?

By order and in the name of the Governor of Goa.

R. S. Mardolker, Commissioner & Ex-Officio Joint Secretary (Labour).

Panaji, 1st November, 1996.

Order

No. IRM/CON/PONDA/(28)/96/11799

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Petals Engineers Pvt. Ltd. Kundaim, and their workman Shri Rajesh Palande, Miller, represented by the Petals Engineers Pvt. Ltd. Employees Union, in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the 'said Act'), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu at Panaji - Goa, constituted under section 7-A of the said Act.

SCHEDULE

Whether the action of the management of M/s. Petals Engineers Pvt. Limited, Kundaim, in terminating the services of Shri Rajesh Palande, Miller, with effect from 9-8-1995, is legal and justified?

If not, to what relief the workman is entitled?

By order and in the name of the Governor of Goa.

R. S. Mardolker, Commissioner & Ex-Officio Joint Secretary (Labour).

Panaji, 1st November, 1996.

Order

No. IRM/CON/MAP/(17)/96/11800

Whereas the Government of Goa is of the opinion that an industrial dispute exists between M/s. Kadamba Transport Corporation Limited, Panaji, and their workmen S/Shri Prakash Harmalkar, Ganesh Salgaonkar and Shyam M. Kerkar, represented by the Kadamba Transport Corporation Drivers and Allied Employees Association, in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the 'said Act'), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu at Panaji - Goa, constituted under section 7-A of the said Act.

SCHEDULE

Whether the action of M/s. Kadamba Transport Corporation Ltd., Panaji - Goa, in terminating the services of S/Shri Prakash Harmalkar, Ganesh Salgaonkar and Shyam M. Kerkar, all Drivers, with effect from 23-5-96, 25-6-96 and 24-6-96 respectively, is legal and justified?

If not, to what relief the workmen are entitled?

By order and in the name of the Governor of Goa.

R. S. Mardolker, Commissioner & Ex-Officio Joint Secretary (Labour).

Panaji, 1st November, 1996.

Order

No. IRM/CON/MAP/9/94/11798

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Welfits Pvt. Ltd., Karaswada and their workmen Smt. Shalini S. Sawant, Kum. Rajani V. Kerkar and Kum. Jayanti J. Durbhatkar, represented by the Goa Trade and Commercial Workers Union, in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the 'said Act'), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu at Panaji - Goa, constituted under section 7-A of the said Act.

SCHEDULE

Whether the action of the management of M/s. Welfits Pvt. Ltd., Karaswada, in terminating the services of Smt. Shalini S. Sawant, Kum. Rajani V. Kerkar and Kum. Jayanti J. Durbhatkar, all Helpers, with effect from 9-2-1994, is legal and justified?

If not, to what relief the workmen are entitled?

By order and in the name of the Governor of Goa.

R. S. Mardolker, Commissioner & Ex-Officio Joint Secretary (Labour).

Panaji, 1st November, 1996.

Order

No. IRM/CON/(78)/95/11797

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Goa Urban Co-operative Bank Ltd., Panaji, and their workman Shri Avinash H. Madkaikar, Peon, in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the 'said Act'), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu at Panaji - Goa, constituted under section 7-A of the said Act.

SCHEDULE

Whether the action of the management of M/s. Goa Urban Co-operative Bank Limited, Panaji, in terminating the services of Shri Avinash H. Madkaikar, Peon, with effect from 20-6-1991, is legal and justified?

If not, to what relief the workmen is entitled?

By order and in the name of the Governor of Goa.

R. S. Mardolker, Commissioner & Ex-Officio Joint Secretary (Labour).

Panaji, 1st November, 1996.

Department of Law and Judiciary**Law (Establishment) Division****Order**

No. LS/1077/93

The Government of Goa is pleased to appoint Advocate Shri Subodh S. Kantak, as Government Advocate to appear in the matters before the High Court Judicature at Bombay, Panaji, Bench, Goa with immediate effect and until further orders.

By order and in the name of the Governor of Goa.

A. S. Awale, Under Secretary (Law).

Panaji, 4th January, 1999.

District and Session Judge

Order

No. DSC/MAR/GEL-10/1998/015

Ex-post facto sanction is hereby granted for availing of earned leave from 3 days with effect from 5-11-98 to 7-11-98 with permission to suffix 8-11-98 being Sunday to Shri V. S. R. Dessai, IInd Addl. Civil Judge, Sr. Divn., & J. M. F. C., Margao.

Certified that but for proceeding on leave he would have officiated as IInd Addl. Civil Judge, Sr. Division & J. M. F. C., Margao.

On return from the above leave Shri V. S. R. Dessai was reposted as IInd Addl. Civil Judge, Sr. Division, & J. M. F. C., Margao.

During the above leave Shri P. V. Sawaikar, Ist Addl. Civil Judge, Sr. Division & J. M. F. C., Margao was kept in charge to look after the urgent Civil & Criminal work pertaining to the Court of the IInd Addl. Civil Judge, Sr. Division, & J. M. F. C., Margao in addition to his duties.

Shri V. S. R. Dessai will have 156 days of earned leave at his credit as on 10-12-1998.

V. P. Shetye, District & Session Judge (South).

Margao, 29th December, 1998.

Notification by the High Court of Judicature
Appellate Side, Bombay

No. A. 5505/68

The Honourable the Chief Justice and Judges are pleased to direct that the following Civil Judge, Junior Division and Judicial Magistrate, First Class, should be sent on deputation for ten weeks w.e. from 21st December 1998, for training in the Judicial Officers' Training Institute, Nagpur:-

Sr. No.	Name	Designation and Present posting
1.	Kum. Kalpana V. Gavas	Civil Judge, J. D. & J. M. F. C., Margao

Certified that the above Civil Judge, Junior Division and Judicial Magistrate, First Class deputed for training in the Judicial Officers Training Institute, Nagpur, would have continued to hold her original post, but for her deputation to the said Institute.

High Court, Appellate Side,
Bombay, 5th December, 1998.

N. V. DABHOLKAR
Registrar

Department of Power

Office of the Chief Electrical Engineer

Order

No. CEE/ESTT-31-25-85-GPSC/811

On the recommendation of the Goa Public Service Commission, vide their letter No. COM/II/11/16/30/90 dated 14-5-98, Shri

Dayanand N. Naik, Jr. Engr. (Civil) is promoted to the post of Asst. Engineer (Civil) on regular basis with immediate effect in the pay scale of Rs. 6500-200-10500. He is posted in the Office of the Chief Elect., Engineer, Panaji, against the vacancy on account of superannuation of Shri N. G. Shetti, Asst. Engineer (Civil).

Shri Dayanand N. Naik will be on probation for a period of 2 years.

By order and in the name of the Governor of Goa.

T. Nagarajan, Chief Electrical Engineer and Ex-Officio Addl. Secretary.

Panaji, 12th June, 1998.

Order

No. CEE/ESTT-PF-1391(PNS)/996

Read: Notice of voluntary retirement dated 31st March, 1998 of Shri Arun J. Braganza, Executive Engineer (Elect) of Electricity Department.

Government is pleased to accept the notice of voluntary retirement dated 31st March, 1998 submitted by Shri Arun J. Braganza, Executive Engineer (Elect) working at Elect. Division VI, Mapusa, with effect from 1-7-1998 F. N.

Shri Arun J. Braganza, Executive Engineer (Elect), Division VI, Mapusa, is hereby directed to hand over the charge to Shri P. Prasannakumaran, Executive Engineer (Elect), Division IX, Tivim who will hold additional charge of the Office of Executive Engineer, Elect Division VI, Mapusa, until further orders.

By order and in the name of the Governor of the Goa.

T. Nagarajan, Chief Electrical Engineer and Ex-Officio Addl. Secretary.

Panaji, 29th June, 1998.

Department of Revenue

Order

No. 22/101/93-RD

Whereas it appears to the Government that the temporary occupation and use of land situated at Colvale and more particularly described in the Schedule hereunder (hereinafter called the "said land"), is needed for public purpose namely for construction of approach road to steel pile bridge at Colvale for the period from 1-1-1997 to 31-12-1999.

Now, therefore, Government appoints the Special Land Acquisition Officer (Irrigation), Mapusa, as the Collector to perform the functions of the Collector under the Land Acquisition Act, 1894 and directs him under section 35 of the Land Acquisition Act, 1894 (Central Act I of 1894) to procure the occupation and use of the said land for the period from 1-1-1997 to 31-12-1999.

SCHEDULE

(Description of the said land)

Taluka: Pernem Village: Dhargal

Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
17/1	Shri Vikas Sitaram Naik. Shri Prabhakar Bhika Naik. Shri Arjun Atmaram Salgaonkar.	1565
17/2	Shri Francis Anthony Castelino. Shri John Estela Castelino. Shri Agnelo Castelino. Shri Niel Castelino. Shri Francis Castelino.	235
Taluka: Bardez Village: Colvale		
4/1	Confraria De Santissimo Sacramento.	2200
Boundaries		
North: S. No. 17/1.		
South: S. No. 17/1.		
East: River Chapora.		
West: Road.		
North: S. No. 17/1.		
South: River Chapora.		
East: S. No. 17/2.		
West: S. No. 17/2.		
North: River Chapora.		
South: Road leading to Mapusa.		
East: Survey No. 4/12.		
West: Road & S. No. 4/1.		
Total.....		4000

By order and in the name of the Governor of Goa.

Smt. A. Menezes, Under Secretary (Revenue).

Panaji, 5th January, 1999.

Department of Transport

Directorate of Transport

Order

No. 5/2/93-TPT (PF)/1347

Government is pleased to transfer the following Assistant Directors of Transport in the Directorate of Transport with immediate effect in the public interest.

Sr. No.	Name & Designation & present posting	Posted on transfer
1	2	3
1.	Shri Ashok Bhonsle, Asstt. Director of Transport Ponda.	Asstt. Director of Transport Vasco (vacant post).
2.	Shri Balam Gaonkar, Asstt. Director of Transport (North), Panaji.	Asstt. Director of Transport Bicholim vice Shri S. P. Kuchelkar transferred.
3.	Shri Eknath Singbal, Asstt. Director of Transport, Mapusa.	Asstt. Director of Transport (Enforcement) South vice Shri Vithal Fernandes transferred.
4.	Shri Vithal Fernandes, Asstt. Director of Transport, (Enforcement) South.	Asstt. Director of Transport (South) Registering & Licensing Authority vice Shri Dilip Nagvenkar transferred.
5.	Shri Dilip Nagvenkar, Asstt. Director of Transport, (South) Registering & Licensing Authority.	Asstt. Director of Transport Mapusa vice Shri Eknath Singbal transferred.
6.	Shri Manuel Afonso, Asstt. Director of Transport, (H. Qrs.), Panaji.	Asstt. Director of Transport (North), Panaji. Registering & Licensing Authority vice Shri Balam Gaonkar transferred.
7.	Shri S. P. Kuchelkar, Asstt. Director of Transport, Bicholim.	Asstt. Director of Transport, Ponda vice Shri Ashok Bhonsle transferred.

Officer at Sr. No. 4 & 6 should move out first. Shri Afonso should hand over the charge to A. D. T. (Enf. North) Shri Servo Fernandes. The above Officers should not avail joining period. They also should not avail of any type of leave till they resume their new assignment.

By order and in the name of the Governor of Goa.

P. S. Reddy, Director of Transport & Ex-Officio Joint Secretary.
Panaji, 15th September, 1998.

Order

No. 4/12/80-HD(G)/PF

Read: Order No. 4/12/80-HD(G)/PF dated 3-7-1995.

In pursuance of article 68 of the Articles of Association of the Kadamba Transport Corporation Ltd., and in supersession of Government Order No. 4/12/80-HD(G)/PF dated 3-7-1995, the Government is pleased to appoint the following persons as Directors of Kadamba Transport Corporation Ltd. (hereinafter referred to as the Corporation) with immediate effect. They shall accordingly constitute the Board of Directors of the Corporation, will further orders:-

- | | |
|--|-------------|
| 1. Smt. Fatima D'Sa | — Director. |
| 2. Shri Parshuram Kotkar, MLA | — Director. |
| 3. Shri Benedict D'Souza,
Parra, Bardez - Goa | — Director. |

- | | |
|--|-------------|
| 4. Shri Shaik Faki Selaskar,
Bicholim, Goa | — Director. |
| 5. Shri Agnelo Fernandes,
Candolim, Goa | — Director. |
| 6. Shri Yeshwant Navelkar,
Pomburpa, Goa | — Director. |
| 7. Shri Remy Afonso,
Panarim Aldona, Goa | — Director. |
| 8. Shri Agnelo Coelho,
Azossim, Neura, Goa | — Director. |
| 9. Shri Laxmikant V. Naik,
Siolim, Goa | — Director. |
| 10. Shri Joaquim Fernandes,
Union Representative of KTCL | — Director. |
| 11. The Managing Director,
Kadamba Transport Corpn. Ltd.,
Panaji | — Director. |

The Government is further pleased to appoint Smt. Fatima D'Sa, Hon'ble Minister for Transport, Goa and Shri Parshuram Kotkar, MLA, Pernem as the Chairperson and Vice Chairman respectively of the Board of Directors of Kadamba Transport Corporation Ltd.

By order and in the name of the Governor of Goa.

P. S. Reddy, Director of Transport & Ex-Officio Joint Secretary.

Panaji, 28th September, 1998.

Order

No. 4/12/80-HD(G)/PF

Read:- Order No. 4/12/80-HD(G)/PF dated 28-9-1998.

In pursuance of Article 68 read with Article 78 of the Articles of Association of the Kadamba Transport Corporation Ltd., and in supersession of Government Order No. 4/12/80-HD(G)/PF dated 28-9-1998, the Government is pleased to appoint Shri Arcio D'Souza, M.L.A. Cunolim as Director of Kadamba Transport Corporation Ltd. (hereinafter referred to as the Corporation) with immediate effect and further to appoint Shri Arcio D'Souza, M.L.A. as the Chairman of the Kadamba Transport Corporation Ltd.

By order and in the name of the Governor of Goa.

P. S. Reddy, Director of Transport & Ex-Officio Joint Secretary.

Panaji, 30th November, 1998.

Notification

No. 5/9/90-Tpt. (Vol. II), III, 30

In exercise of the powers conferred by clause (xii) of sub rule (1) of Rule 22 of the Goa, Daman and Diu Motor Vehicles Tax Rules, 1974, the Government of Goa hereby exempts Motor Vehicle bearing No. GDE-2548 owned by Home for the Aged, Convent of St. John of God, Old Goa, from payment of tax due to this State, being used for a charitable purpose.

By order and in the name of the Governor of Goa.

P. S. Reddy, Director of Transport & Ex-Officio Joint Secretary.

Panaji, 7th January, 1999.

Department of Vigilance

Directorate of Vigilance

Order

No. 13/100/79-VIG (Vol. V)

Government is pleased to appoint Shri K. P. Nambiar, Executive Engineer, Public Works Department as Senior Technical Examiner in the Directorate of Vigilance, Panaji, on deputation, in the pay scale of Rs. 12000-375-16500, for a period of three years, with effect from the date of his taking over the charge of the post.

2. The deputation of Shri Nambiar will be governed by the usual terms and conditions of deputation, as contained in the Government O. M. No. 13/4/74-PER dated 10-10-1990 as amended from time to time.

3. The appointment on deputation is made against the post held by Shri K. P. Gopinathan, Senior Technical Examiner who has been repatriated to his parent department w.e.f. 30-9-1998 A. N. Shri K. P. Nambiar should join the post on or after 30-9-1998 A. N.

4. The expenditure on pay and allowances shall be debitable to the Budget Head "2059-Public Works, 80-General, 001-Direction and Administration, 01-Direction, 01-Salaries (NP)".

By order and in the name of the Governor of Goa.

Ashok N. P. Dessai, Dy. Director (Vigilance).

Panaji, 23rd September, 1998.